DOCUMENT RESUME

ED 077 208 EM 011 095

TITLE	The Public Television Library Policies and Procedures Manual 1971.
INSTITUTION	Public Television Library, Bloomington, Ind.
SPONS AGENCY	Indiana Univ. Foundation, Bloomington.
PUB DATE	71
NOTE	26p.
EDRS PRICE	MF-$0.65 HC-$3.29
DESCRIPTORS	*Educational Television; *Film Libraries; Information Dissemination; Information Retrieval; Library Acquisition; *Library Collections; *Programing (Broadcast); *Public Television; Video Tape Recordings
IDENTIFIERS	Public Broadcasting Service

ABSTRACT

The Public Television Library (PTL), an integral part of the services provided by the Public Brcadcasting Service (PBS), provides a national centralized storage and retrieval system for Public Television (PTV) programing distinct from the real time program offerings of the PBS interconnected network, and offers an opportunity for varied sources to contribute nationally useful PTB programing. This manual describes PTL operations, procedures and policies for program acquisition, program removal, program distribution, audio-visual distribution. A list of operating rules and procedures concludes the manual. (Author/SH)

ED 077208

The Public Television Library

A department of the Public Broadcasting Service

EM 011 095

PBS
PUBLIC BROADCASTING SERVICE

FILMED FROM BEST AVAILABLE COPY

ED 077208

THE PUBLIC TELEVISION LIBRARY

Policies and Procedures Manual

1971

U.S. DEPARTMENT OF HEALTH,
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION
THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

The Public Television Library
512 East 17th Street
Bloomington, Indiana 47401
812-337-9395

General Information

The Public Television Library (PTL) is a department of the Public Broadcasting Service (PBS). Established in 1965 as an activity of the National Association of Educational Broadcasters, the Library was known as the Educational Television Stations Program Service (ETS/PS). In 1971, PBS assumed responsibility for the Library and the name was changed to the Public Television Library. The Library is operated by the Indiana University Foundation for PBS, and utilizes the services provided by the Radio-TV and Audio-Visual facilities of Indiana University.

The Public Television Library, now an integral part of services provided by PBS, is operated for and in behalf of the public television stations in the United States, directly responsible and responsive to the stations' changing programming needs and conditions. The Library's policies and procedures are established by the Board of Directors of PBS. A PTL Policy Committee composed of PTV station managers advises the Board on all PTL policy matters. The Library serves as the national center for the delayed distribution of PTV programs to a variety of users.

The objectives of the Public Television Library are to provide:

1. A national centralized storage and retrieval system for PTV programming distinct from the real time program offerings of the PBS interconnected network.

2. A national organization offering maximum opportunity for varied sources to contribute nationally useful PTV programming and, conversely, the opportunity for PTV stations and educational agencies to obtain quality PTV programming which is useful at the local level.

The television programs in the Library are selected to fill the programming gap between instructional (school and college) courses and PBS interconnected offerings. The Library is not a producing organization and has no enhancement grant or contract money available to support local station production.

The following sections of this manual describe PTL operations, procedures and policies in some detail. Revisions and changes in policies and procedures are distributed to all PTV stations and selected agencies via a monthly Programming Memo and through periodic announcements from the PBS Board and Administration.

Program Acquisition

General

The Public Television Library serves as the national centralized source for the delayed distribution of all PTV program materials of more-than-local interest. With the primary distribution of many PTV programs via the PBS interconnected network, PTL concentrates on a "tape by mail" distribution of PTV programming to afford repeated and independent scheduling and use of PTV programming to meet various user-specified needs. The Library acquires programs of more-than-local interest from individual PTV stations, and other producers.

All PTV stations are encouraged to submit programs for distribution consideration by the Library. Programs submitted by other producers or agencies are also considered for PTL distribution.

Program Submission Forms are available from PTL, Bloomington or PBS, Washington. Program Submission Forms may be submitted to PTL and PBS at any time.

Programs submitted for possible distribution to the PTL are automatically reviewed for possible broadcast on the PBS interconnection system unless circumstances require certain distribution restrictions. In turn, all programs submitted to PBS for possible broadcast are also automatically reviewed by PTL for possible Library distribution.

In addition to the Program Submission Form and related print materials, the submitting station or agency will be requested to send at least one preview tape for each series submitted. Tapes should not be sent, however, until they have been requested by PTL or PBS.

Programs submitted for possible distribution to PTL are evaluated by the Program Selection Committee of PTL which meets periodically to screen and evaluate all submissions. The decision to acquire and distribute any given program or series originally submitted to the PTL rests with the Committee, which consists of representative PTV station program executives appointed by the PBS Board. The Executive Director of PTL also serves on the Committee.

Criteria for Selection

Any program or series submitted to the PTL must be submitted simultaneously for consideration by the PBS Programming Department and the Public Television Library, unless circumstances require certain distribution restrictions.

The programs or series selected for national distribution via the PBS interconnection system are selected by the PBS Programming Department. As previously indicated, programs or series selected for national distribution via the Public Television Library are selected by the Program Selection Committee.

Programs selected for national distribution by each department of PBS are determined after consideration of the following broad criteria:

For PBS Interconnection Distribution

Timeliness
Balance with the Interconnection Schedule
General Audience appeal
Balance with Library availability

For Public Television Library Distribution

Non-Timeliness
Balance with the Library inventory
General or Specific Audience appeal
Balance with Interconnection schedule

The PTL Program Selection Committee combines a knowledge of PTV programming and station needs with the following general guidelines when evaluating programs for possible Library distribution:

1. The first major obligation of the Library is to search out, select, acquire and distribute programs produced by individual PTV stations. Programs submitted for possible distribution by non-PTV-station agencies receive second priority.

2. Television programs easily available from other sources or which should logically be handled by other organizations (commercial or non-commercial) are NOT handled by the PTL.

3. PTL emphasizes program series which are useful over a period of time -- for a matter of years rather than weeks -- in order to maximize program availability to all stations and educational agencies.

4. Program series and single programs are accepted for distribution although program series are preferred.

5. The program judgment by the Committee is independent of costs, but PTL does accept nationally underwritten programs and encourages producing stations or agencies to include the costs of distribution in such underwriting.

6. PTL seeks national and international non-commercial public, or educational, broadcast and closed circuit distribution rights for five years for all programs it acquires for distribution.

7. Program selections for inclusion in the Library at given times are governed by the Program Selection Committee's knowledge of various program sources and station needs. Priorities and needs for particular kinds of programs are established by the Committee and regularly reviewed by them.

8. The Committee evaluates only completed programs or program series.

9. PTL technical standards are based on accepted national standards. Technical evaluation of all programs submitted is conducted by Indiana University Radio-TV Services. The final decision on technical quality of programs submitted is made by IURTS and the PTL.

10. Attached is a sample PTL Deposit Form which lists in detail all conditions relative to the deposit of station/agency produced programs with PTL for national distribution. Questions concerning the form should be referred to PTL, Bloomington.

PTL is not a producing agency and has no grant or contract money available to support local station/agency production. Stations support the Public Television Library by contributing programs, so no direct payment is made for programs acquired under normal circumstances. However, the following arrangements apply (in any of several combinations) for stations and agencies which deposit programs in the Library.

For PTV Station Deposits

1. PTL replaces the station's tape stock when the tape masters are deposited with PTL for distribution.

2. Grant and contract programs funded by other agencies and produced by stations should, whenever possible, include the costs of tape copies for national distribution. Estimates of such costs are available from PTL.

3. Limited funds are available to reimburse stations for clearance costs of completed programs which are selected for national distribution by PTL. Contact PTL for details on specific submissions.

4. Stations do not receive program "credits" for depositing programs with PTL. However, depositing stations may book their own programs (subject to availability) at no cost.

For non-PTV Station Deposits

1. PTL does NOT replace tape stock for programs produced by non-PTV station agencies, unless particular circumstances warrant such replacement.

2. Master tapes of programs accepted for distribution from non-PTV station agencies are returned to the producing agency upon the expiration of rights or withdrawal of the programs from distribution.

3. Non-PTV station agencies who deposit programs in PTL may book their own programs (subject to availability) at no cost.

The Public Television Library
512 East Seventeenth Street
Bloomington, Indiana 47401

PTL PROGRAM DEPOSIT
For PTV Stations

Station:

Series:

Number of Programs:

Program Length:

Deposit Date:

The undersigned hereby confirms deposit of the above series with the Public Television Library operated by the Indiana University Foundation in Bloomington, Indiana, for the Public Broadcasting Service, in accordance with the General Provisions attached hereto.

Public Television Library	Station
By_____	By_____
Title_____	Title_____
Date_____	Date_____

Public Television Library

Program Deposit
For PTV Stations

General Provisions

1. The Public Television Library may duplicate and distribute the program or series deposited hereunder, for educational television non-commercial broadcast and closed circuit transmission throughout the United States, its territories and possessions and for non-commercial and governmental foreign broadcast or closed circuit transmission on a non-sponsored sustaining basis during the five (5) year period beginning on the designated Deposit Date.

2. The master videotape recording for each program or program in the series, will be delivered to the Public Television Library in Bloomington, Indiana by the specified Deposit Date. Within thirty (30) days after receipt thereof, blank videotape will be sent to the station to replace the masters deposited with Public Television Library. Upon conclusion of distribution of the program or series hereunder, the master videotape of each program will, at the option of the station, either be erased or returned to the depositing station. If the master is returned to the station, the latter will in turn return comparable blank videotape or its equivalent in cash to the Public Television Library.

3. The Public Television Library will distribute each program or programs in the series for broadcast in entirety as deposited, including all titles and credits. The depositing station will furnish to the Public Television Library such informational materials or other data concerning the series as may be available and desired by the Public Television Library to assist in the program or series distribution hereunder.

4. The depositing station warrants that all rights, licenses, consents and other permissions necessary for the national and international distribution of the series by the Public Television Library hereunder have been obtained so that broadcast and transmission of the series pursuant hereto will not violate the rights of or require any further payment to any third party whatsoever. The depositing station undertakes to indemnify and hold the Public Television Library and those authorized by the latter to broadcast and transmit the series hereunder, harmless from and against any claims, damages, costs, liabilities and expenses arising out of or caused by any breach of the foregoing warranty.

The Public Television Library
512 East Seventeenth Street
Bloomington, Indiana 47401

PTL PROGRAM DEPOSIT
For Non-PTV Stations

Agency:

Series:

Number of Programs:

Program Length:

Deposit Date:

The undersigned hereby confirms deposit of the above series with the Public Television Library operated by the Indiana University Foundation in Bloomington, Indiana, for the Public Broadcasting Service, in accordance with the General Provisions attached hereto.

Public Television Library

By_____

Title_____

Date_____

Agency

By_____

Title_____

Date_____

Public Television Library

Program Deposit
For Non-PTV Stations

General Provisions

1. The Public Television Library may duplicate and distribute the program or series deposited hereunder, for educational television non-commercial broadcast and closed circuit transmission throughout the United States, its territories and possessions and for non-commercial and governmental foreign broadcast or closed circuit transmission on a non-sponsored sustaining basis during the five (5) year period beginning on the designated Deposit Date.

2. The master videotape recording for each program or program in the series, will be delivered to the Public Television Library in Bloomington, Indiana by the specified Deposit Date. Upon conclusion of distribution of the series hereunder, the master videotape of each program will, at the option of the agency, either be erased or returned to the depositing agency.

3. The Public Television Library will distribute each program or programs in the series for broadcast in entirety as deposited, including all titles and credits. The depositing agency will furnish to the Public Television Library such informational materials or other data concerning the series as may be available and desired by the Public Television Library to assist in the program or series distribution hereunder.

4. The depositing agency warrants that all rights, licenses, consents and other permissions necessary for the national and international distribution of the series by the Public Television Library hereunder have been obtained so that broadcast and transmission of the series pursuant hereto will not violate the rights of or require any further payment to any third party whatsoever. The depositing agency undertakes to indemnify and hold the Public Television Library and those authorized by the latter to broadcast and transmit the series hereunder, harmless from and against any claims, damages, costs, liabilities and expenses arising out of or caused by any breach of the foregoing warranty.

Program Removal

From time to time programs must be removed from PTL distribution. As with program acquisition, program removal from the PTL is determined by the Program Selection Committee.

The objectives of program removal from distribution are twofold:

1. To assure that the quality and relative timeliness of PTL distributed programs is maintained.
2. To make maximum use of tape and other resources.

Program Removal Procedures

1. The PTL staff automatically removes programs for which distribution rights have expired, unless the Committee recommends continued distribution and PTL can negotiate an extension with the producer.
2. The PTL staff works with producing stations or agencies to identify any programs which should be removed from distribution because of dated content.
3. The Program Selection Committee reviews all programs in distribution once each year, and directs the removal from distribution of any programs which are no longer useful in PTL distribution. The committee considers reactions from member stations in making removal decisions, as it does in selecting programs for distribution.

PTV Station Depositors

Upon the decision to remove a station produced program from the Library, the station will be contacted by PTL and the station may exercise any of the following options;

1. Approve the erasure of the master and tape dubs in PTL possession;
2. Purchase the master and/or dub tapes from PTL at a price not to exceed the value of the tape stock;
3. Exchange station tape stock for station-deposited masters.
4. Ask PTL to retain the masters until the original deposit agreement expires (dubs would be erased), and at that time either authorize erasure of the masters or purchase them back from PTL for the price of the tape stock.

Non-PTV Station Depositors

Upon the decision to remove a program deposited in PTL by a non-PTV station producing agency, the agency will be contacted by PTL and may exercise any of the following options:

1. Request the return of program masters from PTL (dubs will be erased).

2. Approve the erasure of the master and tape dubs in PTL possession with PTL retaining the tape stock.

3. Purchase the tape dubs from PTL at a price not to exceed the value of the tape stock.

Program Distribution

Eligibility

Programs distributed by the PTL are available to all PTV station members of the Public Broadcasting Service. Where rights allow, programs are also available to non-commercial, educational or governmental agencies, institutions, or school systems, or to those organizations, agencies, or institutions who are registered as not-for-profit organizations under the federal tax laws of the United States, for their transmission or broadcast on a non-commercial basis. Where rights allow, programs are also available to non-commercial and governmental foreign broadcast organizations or agencies for broadcast on a non-sponsored sustaining basis.

Station-PTL Program Use Agreement

As a condition of ordering and broadcasting or transmitting programs from the Public Television Library, the using station or agency agrees to the following general provisions:

1. Programs will be used for educational, non-profit, or non-sponsored sustaining, closed circuit television transmission or television broadcast only. No other use of the programs will be permitted by the Station or Agency.

2. Each program will be scheduled for broadcast or transmission in full, including all titles, credits, producer, and distribution identifications, etc. EXCEPT that portions may be shown for purposes of promoting the showing of the entire program.

3. Each Station/Agency transmitting or broadcasting the program will pay a service fee to PTL upon receipt of monthly statements. The Originating station for interconnected networks of more than one licensee, will report all other stations on the network carrying the program to PTL.

4. The per-program service fee will be charged as of the time PTL ships the program to the Station/Agency -- regardless of whether or not the Station/Agency actually transmits the program. Station/Agency will ship programs pre-paid when returning to PTL or shipping to another station.

5. A recording of each program will normally be delivered to the Station/Agency at least five days prior to scheduled broadcast or transmission. Station/Agency will notify PTL if any such recording is not received

or is defective for transmission purposes. Upon receipt of such notice, PTL will make every attempt to furnish a usable substitute recording to the station/agency.

6. All recordings will be returned to PTL or sent to another station/agency as directed by PTL shipping information supplied to the station/agency. Station/agency will ship the recording the first working day immediately following the last scheduled broadcast or transmission date.

7. Station/agency will be liable for any damage to the recording while the copy is in its possession, and will reimburse PTL for any damage upon request.

8. No recording will be cut, edited or otherwise altered except to make necessary repairs. No recording will be duplicated or copied in whole or in part EXCEPT for promotional purposes as mentioned in 2, without express prior permission from PTL.

9. PTL will indemnify and hold Station/Agency harmless from and against any and all claims, damages, and liabilities with respect to any material contained in the program; provided, however, that Station/Agency shall promptly notify PTL of any claim or litigation to which the indemnity set forth in this paragraph applies and that at PTL's option, PTL may assume the defense of any such claim or litigation.

10. Station/agency shall indemnify and hold PTL harmless from and against any and all claims, damages, and liabilities arising out of any use of the program other than as specifically authorized herein or with respect to any material, other than the materials contained in the program, transmitted in connection with the program; provided however, that PTL shall promptly notify station/agency of any claim or litigation to which the indemnity set forth in this paragraph applies and that at station's/agency's option, station/agency may assume the defense of any such claim or litigation.

11. Any and all local, state, and federal taxes levied on the recorded programs or the use thereof for broadcast or transmission or in any other manner related to transmission of the program, shall be the responsibility of and paid by station/agency, whether formally assessed against station/agency, PTL, or a third party.

Scheduling

PTL programs are booked on a first-come basis. Black and white programs are generally distributed at 7 1/2 ips, though some 15 ips copies of early programs are still in distribution. Color programs are distributed at 15 ips hi-band. The PROGRAMS AVAILABLE FOR BOOKING (PAB) and INDIVIDUAL PROGRAM DATA

(IPD) lists have details for each program.

Programs are made available for preview upon request. PTL Distribution copies are sent for preview purposes, so broadcast/transmission bookings will take priority over preview requests. A $5.00 per half hour service fee is charged for previews.

Information and Promotion

All available programs from PTL are listed on PROGRAMS AVAILABLE FOR BOOKING (PAB) sheets, which are issued periodically in loose-leaf form. The combined PAB sheets constitute the "catalog" of the PTL. PAB sheets are added and withdrawn periodically and all stations and selected agencies are notified of and sent such changes.

Each station/agency also receives INDIVIDUAL PROGRAM DATA (IPD) sheets which contain specific and detailed descriptive information concerning each program in the Library. Station/Agencies should check the IPD's carefully to ascertain the correct procedures for handling "mailouts" (cookbooks, study guides, etc.). IPD revisions are sent when new information warrants, and should be attached to the IPD. Additional copies of the PAB's and IPD's are available upon request.

Promotional photos for PTL programs are provided at no charge when available. Photos are sent at the time stations/agencies book a given series. No general mailing of photos is undertaken.

Suggested News Releases are sent to stations/agencies whenever possible.

Promotional slides for PTL programs are generally not available.

Up to the minute program information, changes in PTL procedures or policies, etc. are distributed through the Programming Memo which is issued at least once each month to each PTV station and selected agencies.

Questions and requests for promotional material should be directed to PTL in Bloomington.

PTL Service Fees

Program fees are based on half-hour program units.

A program use is generally defined as any number of broadcasts within a calendar week starting on Monday. (In cases where repeat broadcasts or

transmissions are limited it will be noted in the PAB and IPD).

The current PTL fees are:

For station/agencies within the Continental Limits of the United States

Video Tape and Film Distribution (to an individual licensee or agency):

Base (per program half-hour) Service fee	$12.50
Program Previews (Programs are available for preview only when not needed for broadcast or transmission commitments.)	$ 5.00

Note special fees in Operating Rules and Procedures section of this manual (pages 18-25).

For all station/agencies outside the Continental Limits of the United States

Base (per program half-hour) Service fee	$12.50
Program Previews	$ 5.00

Special shipping charges, customs clearances, and similar extra costs are charged to the station/agency. Contact PTL for specific details.

Note special fees in Operating Rules and Procedures section of this manual (pages 18-25).

Underwriting of PTL Distributed Programs

No station/agency is allowed to solicit local underwriting support for PTL fees for programs distributed by PTL -- nor should any announcements or publications indicate that PTL programs are shown through local underwriting support.

Audio-visual Distribution

General

The Public Television Library has an agreement with the Indiana University Audio Visual Center (AVC), providing for audio-visual distribution of selected public television programs in a film format to educational, governmental and private organizations and institutions.

This agreement offers the opportunity for:

1. Station-produced programs to be placed in wide audio-visual distribution through one of the largest educational film distributors in the country.

2. The producing stations to receive some income from this auxiliary program use.

PTL does not deposit any programs with AVC for audio-visual distribution until a written deposit agreement between the producing station and PTL has been completed.

It is the policy of AVC to deal only with organizations such as NET, NIT and PTL for audio-visual distribution of PTV programs. AVC will not deal directly with individual stations, unless the programs have not been accepted by PTL.

The final decision regarding program selection for audio-visual distribution rests with AVC. However, stations are encouraged to offer any relevant information regarding audio-visual distribution possibilities for consideration by PTL and AVC.

All programs originally recorded on film which are submitted to PTL for possible distribution are automatically considered as possibilities for film distribution by AVC. Screenings of those programs in which AVC expresses interest, are arranged, and producing stations are notified of any resultant decisions.

Action beyond determining AVC interest depends upon PTL and station ability to make the program available for audio-visual distribution. In some instances programs not accepted by PTL for broadcast or closed circuit transmission may be distributed in a film format by AVC.

AVC will consider programs offered in this circumstance in the same way they consider all other proposed audio-visual program additions to the AVC library. PTL is not involved in this procedure.

Producing stations whose film materials are accepted for distribution by PTL and the AVC are offered an audio-visual deposit agreement, in addition to the program deposit agreement for PTL distribution, at the time PTL accepts the programs. Stations may, or may not, accept the audio-visual agreement at this time.

Producing stations whose film materials are not accepted by PTL for distribution, but which are accepted for distribution by AVC are notified by PTL, and the AVC and the producing station negotiate the audio-visual distribution of the film materials independent of PTL.

Attached is a copy of the Audio-Visual Program Deposit form which is used by PTL. It contains details on:

1. The definition of audio-visual rights and audio-visual distribution.

2. Payment of royalties for films sold and rented.

Audio-visual rights, as a general rule, must be obtained for at least five years for distribution throughout the United States, its possessions and territories. The AVC form presently in use, calls for distribution rights in perpetuity throughout the world. The Form may be modified to incorporate particular distribution circumstances and restrictions.

Although the form agreement precludes audio-visual distribution for any use except direct projection, the producing station/agency may desire to offer the program for other "electronic distribution" (including cassettes). The AVC will handle such distribution. Such permission must be included in the station-PTL audio-visual deposit agreement.

Details on audio-visual and electronic distribution possibilities are available from PTL.

THE PUBLIC TELEVISION LIBRARY
512 East Seventeenth Street
Bloomington, Indiana 47401

AUDIO-VISUAL PROGRAM DEPOSIT

Station/Agency:

Series:

Number of Programs:

Program Length:

Audio-Visual Deposit Date:

The undersigned hereby confirms deposit of the above series with The Public Television Library, operated by the Indiana University Foundation of Bloomington, Indiana for the Public Broadcasting Service, for audio-visual distribution in accordance with the General Provisions on the attached hereto and rights limitations, if any, listed below:

Public Television Library	Station/Agency
By_____	By_____
Title_____	Title_____
Date_____	Date_____

THE PUBLIC TELEVISION LIBRARY

AUDIO-VISUAL DEPOSIT

GENERAL PROVISIONS

1. The Public Television Library may distribute or authorize others to distribute the programs deposited hereunder for audio-visual purposes throughout the world in perpetuity EXCEPT for such limitations as may be specified on the agreement attached hereto.

2. Station/Agency agrees that audio-visual rights hereunder shall be exclusive to the Public Television Library or others authorized by The Public Television Library.

3. The Public Television Library agrees that audio-visual distribution will be undertaken within one year of the designated audio-visual deposit date or the rights herein granted revert to the Station/Agency.

4. The Station/Agency shall make available to The Public Television Library one dupe negative suitable for the reproduction of release prints, or if such negative is not available, the audio-visual distributor shall at its expense produce such a negative. The laboratory costs of such negative shall be recovered by the audio-visual distributor as follows: all rental income less booker tally fee and all sales income less print cost shall be applied against the total cost of the negative until the total dollar amount thus accumulated equals the actual cost of the dupe negative. At this time, all future sales and rental income shall be handled as specified in General Provision 5.

5. Sale prices and rental fees for programs distributed under this agreement will be set by the audio-visual distributor at a level consistent with other programs of similar length and treatment handled by that distributor.
   The audio-visual distributor will pay to The Public Television Library a royalty of 30% on the sale price less any dealer commission due on the sale.
   The audio-visual distributor will pay to The Public Television Library a royalty of 22% on the rental price of each program less the established audio-visual booker tally fee.
   The Public Television Library will pay to the Station/Agency 75% of all royalties received by The Public Television Library from the audio-visual distributor, such payments to be made within 90 days following each June 30 and December 31 during the period this agreement remains in effect. Further, The Public Television Library will provide the Station/Agency with a report of all such royalties received by The Public Television Library from the audio-visual distributor.

6. "Audio-visual rights" as used herein means the right to sell, lease, rent or otherwise dispose of or use or authorize others to use a program by direct projection for exhibition in homes, schools, churches and other places of public gathering for instructional and educational purposes. Such right does not include the right to exhibit a program by television broadcasting or in theatres, halls, or similar places of public entertainment where an admission fee is charged for the purpose of viewing such a program.

7. "Audio-visual distribution" as used herein means the sale, lease, rental or sale on a rental-consignment basis of a film print or prints of a program in which there exists audio-visual rights.

8. The Station/Agency shall be and remain fully responsible for the clearance of all rights to all matters and things contained in each program it deposits with the Public Television Library for audio-visual distribution hereunder. The Station/Agency hereby agrees to indemnify The Public Television Library against any loss or damage it may suffer as a result of Station's/Agency's failure to clear properly for audio-visual distribution any element of any program deposited with The Public Television Library for audio-visual distribution hereunder.

Operating Rules and Procedures

PTL has established the following operating rules and procedures which enable PTL to provide a more efficient service to each of its user station/agencies.

In some instances, the rules and procedures provide for extra fees for special service or require certain performance standards by user station/agencies. The rules are not intended to be inhibiting or more expensive for users of the library. Rather, they are intended to cover the costs of certain "special" services and/or to require certain minimum performance standards on the part of users of the PTV station controlled library for the overall benefit of all users.

The following rules and procedures apply to stations/agencies within the continental U.S. only. Since extra time and/or costs are involved in dealing with stations/agencies outside the continental U.S. (i.e. Hawaii, Samoa, Guam, Alaska, Puerto Rico, or foreign countries), special time periods and special fees are established in each of these cases based on a reasonable extension of these procedures and rules.

1. PTL programs are booked on a first-come basis. Programs may be ordered by mail, but, because of the limited number of copies that are available, and of the first-come, first served booking system, most users find it most efficient to make a TWX or phone call to check availability and to place an order.

2. If a program is booked less than two weeks prior to the air date, PTL charges an additional $12.50 service and handling fee.
   This $12.50 fee covers the cost of expedited shipment and "special" handling of the booking order. Normally PTL does not accept a new (original) order in less than three (3) working days before the broadcast or transmission date unless an "emergency" situation necessitates the order. PTL cannot guarantee delivery on orders accepted in less than three (3) working days prior to the broadcast date.

3. Within 48 hours of the receipt of a booking by a station/agency, a written Confirmation of Booking is sent by PTL to the user. The Confirmation of Booking sheet contains all the basic information concerning the booking, including tape format, program length, and first use date as well as other pertinent information concerning the order.

4. A station/agency is normally allowed to use a PTL program as many times as desired within a calendar week period starting on Monday. For a repeat program use in the calendar week following the week of original program use, PTL must book and schedule the program for a second week's use and will charge the regular $12.50 fee for the additional use.

5. All users are urged to indicate any special circumstances concerning an order for programs, (i.e. color, mono, 7 1/2 ips, 15 ips, etc.). Unless it is otherwise indicated PTL normally assumes that users are ordering a 15 ips High Band Color video tape.

6. Normally PTL assumes, unless it is otherwise indicated, that the user is ordering one program per week regardless of the number of repeat broadcast/transmissions of that program.

   However, on the quarter hour series (Charlie's Pad", "Art Studio", "Merlin the Magician", and "Muffinland"), PTL will assume that the user desires two programs per week unless it is specified otherwise. Please note that on the quarter hour series there are two programs per tape. Users are cautioned not to ship the tape before the second program is broadcast.

7. With some few exceptions, PTL is only concerned about the users scheduled "week of play." PTL uses the Monday date to identify the "week of play." Users may use the program anytime within the scheduled "week of play."

8. If a user desires to change the play date of a booking to a date outside the booked "week of play", please contact PTL immediately and arrangements will be made for this circumstance if possible. The user is cautioned not to change a play date outside the "week of play" without informing PTL.

9. The PTL distributes some of the same program series as other organizations such as the Eastern Educational Television Network. Care should be taken not to confuse PTL IPD's and tapes with those of other organizations. PTL IPD's (and only PTL IPD's) and shipping instructions should be used only for PTL distribution tapes.

10. PAB's and IPD's are sent to all stations as soon as possible. Normally three copies are sent. Additional copies are available upon request. Stations/agencies are urged to check their PAB file against the latest (and subsequent) IPD's.

11. Whenever possible, program timings are listed on the PAB when it is mailed. When this is not possible, timings will appear on the IPD. Upon receipt of the IPD, PTL requests that the station/agency enter the timings on all of the station PAB copies.

12. Promotion photos (when available) are sent out at the same time that the CONFIRMATION OF BOOKING is mailed. Additional copies are available on request.

13. PTL programs should generally arrive at a station/agency five (5) days before the scheduled use date.

If they do not arrive on time:

1) Call PTL if the tapes were to be shipped from Bloomington.

2) Contact the station/agency directly ahead of your station if it is scheduled to bicycle to you. If the station can't help, then call PTL.

Allow PTL time to provide a back-up copy by calling if a tape doesn't show up on time.

If a station/agency does not notify PTL of non-arrival of a program more than three (3) working days before the broadcast date, PTL will charge an additional fee of $12.50 to cover the cost of the expedited shipment and special handling if it is possible to get the program to the station. If the non-arrival of a tape is clearly due to error or negligence of a transshipping station PTL will charge the $12.50 to the station creating the problem.

Shipping expenses caused by a PTL error or a transshipment mix-up will be paid by PTL.

Please inform PTL immediately of any problem (non-arrival of a program, tape technical problem, tape physical damage, etc.).

14. Upon receipt of shipments, PTL suggests that:

1) The station/agency check to see that the tape inside the box is the right one -- if not, let PTL know immediately so there will be time to take remedial action.

2) The station/agency check to make sure that received tapes are actually scheduled for use at the station/agency. If any PTL tape is discovered that is not scheduled for local use, contact PTL immediately.

15. If a tape is damaged or has technical problems and is scheduled for transshipment, notify PTL immediately. A useable copy will be sent to the next station from Bloomington.

16. If a station/agency decides to cancel a booking, the station/agency must notify PTL of the cancellation at least three weeks prior to the Monday of the week of scheduled use to avoid being charged the regular $12.50 service fee.

17. One individual at each station/agency is designated as the PTL "Station Mail Contact". This individual receives all STATION SHIPPING INFORMATION and CHANGE NOTICES. All such information and change notices should be given to the station/agency shipping and receiving clerk as soon as possible after receipt.

18. Station/agencies are urged to pay close attention to the STATION SHIPPING INFORMATION and CHANGE NOTICES which are sent by PTL in order to avoid shipping tapes to Bloomington that are required to be transshipped to another station/agency.

PTL booking and transshipping methods do not allow the use of routing labels on the tape boxes. The PTL shipping instructions must be followed.

PTL shipping and distribution patterns are completely different from PBS' Group II & III distribution patterns.

Station/agencies are urged to take this circumstance into account in shipping PTL tapes.

19. Stations/agencies are urged to ship PTL tapes out as soon as possible after their scheduled broadcast dates. A station/agency is expected to ship out a program to the location specified in PTL instructions the next working day after its last use. A station/agency will be subject to an additional $12.50 fee if a program is not shipped within three (3) working days after its last use.

20. Stations/agencies are urged to check the following prior to shipping PTL tapes.

    1) Check to see that the right tape is inside the box.

    2) Be sure the tape end is well tied down with masking tape.

    3) Double-check to be sure that the correct pre-addressed labels have been used.

21. All out-going station/agency shipments should be shipped to Bloomington or the next station pre-paid. Under normal circumstances shipments should be made via Parcel Post Library Rate. Insurance is not necessary.

22. Station/agencies are urged to keep an accurate record of all outgoing shipments: when shipped, to whom shipped and the method of shipment (Parcel Post Library Rate, Parcel Post, Parcel Post Special Delivery, Air Express, etc.).

23. PTL supplies pre-addressed labels for both return shipment and station-to-station transshipment.

    The pre-addressed labels are supplied with the STATION SHIPPING INFORMATION. Please use these labels only for the appropriate series and destroy any excess at the end of the series.

    If a station/agency receives a CHANGE NOTICE on a series, new pre-addressed labels will be supplied with the CHANGE NOTICE by PTL. The original pre-addressed labels and STATION SHIPPING INFORMATION for that series should then be destroyed.

24. Station/agencies are urged to take note of the date the tape or film is scheduled to be at the next station and to ship by whatever method necessary to assure arrival prior to that date.

25. The PTL addresses:

All correspondence and materials mailed to reach PTL -- including PREVIEW tapes and films and MASTER tapes which are being sent for evaluation and duplication -- should be sent to:

The Public Television Library
512 East 17th Street
Bloomington, Indiana 47401

All DISTRIBUTION tape and film copies of programs (except those scheduled to go on to another station) should be returned to:

The Public Television Library
c/o Indiana University
Audio Visual Center
Bloomington, Indiana 47401

26. Stations/agencies whose Accounting or Purchasing Departments require Purchase Orders on all invoices are requested to provide Purchase Orders upon ordering any programs.

27. PTL billing is on a monthly basis and invoices are payable upon receipt.